

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GENXIANG ZHANG *et al.*,

Plaintiffs,

-v-

HIRO SUSHI AT OLLIE’S INC.
d/b/a Hiro Sushi at Ollie’s *et al.*,

Defendants.
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17 Civ. 7066 (JPC)

ORDER

JOHN P. CRONAN, United States District Judge:

On March 25, 2022, the Court issued an Order directing Plaintiffs to submit supplemental briefing on their request for damages. Dkt. 157. In that Order, the Court specifically directed Plaintiffs to “submit supplemental party declarations to the extent . . . that they are seeking damages for Genxiang Zhang for the period from September 1, 2015 to December 25, 2015, including his salary for that period, as well as any clarification needed for his salary from December 26, 2015 to December 30, 2015.” *Id.* at 2. On March 22, 2022, counsel for Plaintiffs submitted a letter contending that Plaintiff Genxiang Zhang is seeking damages for the period from September 1, 2015 to December 25, 2015. Dkt. 158 (“Supplemental Briefing”). With their supplemental briefing, Plaintiffs submitted revised computation of damages “reflect[ing] Gengxiang [sic] Zhang’s wage continuing at \$6.00 per hour through December 20, 2015 and rising to \$7.50 per hour on December 21, 2015.” *Id.* at 2. Counsel for Plaintiffs also explained that “[t]he Court rightly points out that Gengxiang [sic] Zhang’s declaration does not mention his wage rate between August 31, 2015 and December 26, 2016 . . . because his wage rate remained \$6.00 per hour until after his paycheck for December 14-20, 2015, received on December 25, 2015. . . . Thereafter, it rose to \$7.50 per hour.” *Id.* That unsworn assertion from Plaintiffs’ counsel,

however, is not supported by Genxiang Zhang's affidavit, in which Genxiang Zhang stated only that he was paid \$6.00 per hour "[f]rom on or about April 01, 2015 to August 31, 2015," and that he was paid \$7.50 per hour "[a]fter December 26, 2015." Dkt. 142-3 ¶¶ 14, 15.

Contrary to the Court's Order, Plaintiffs' counsel did not submit a supplemental party declaration from Genxiang Zhang to support counsel's factual contentions in the Supplemental Briefing. Moreover, Plaintiffs' counsel's contention that Genxiang Zhang's "wage continuing at \$6.00 per hour through December 20, 2015 and rising to \$7.50 per hour on December 21, 2015" is squarely contradicted by Genxiang Zhang's affidavit. *See* Dkt. 142-3 ¶ 15 ("After December 26, 2015 my pay rate was seven dollars fifty cents (\$7.50) per hour.").

The Court will provide Plaintiffs one final opportunity to submit a sworn declaration from Genxiang Zhang, stating his salary for the period of September 1, 2015 to December 30, 2015, should Plaintiffs choose to do so. Accordingly, it is hereby ORDERED that, by March 28, 2022, Plaintiffs' counsel shall file a supplemental party declaration from Genxiang Zhang, in compliance with the Court's March 15, 2022, Order if he seeks damages for the period from September 1, 2015 to December 25, 2015, including his salary for that period, as well as any clarification needed for his salary from December 26, 2015 to December 30, 2015.

SO ORDERED.

Dated: March 24, 2022
New York, New York



JOHN P. CRONAN
United States District Judge